

VILLA POINTE HOMEOWNERS ASSOCIATION, INC.

Phone: 561-721-9776

Fax: 561-642-6100

Website: vpap.infinitycommunitymgmt.com

APPLICANT NAME: _____ DATE: _____

APPLICANT PHONE: _____ REALTOR PHONE: _____

UNIT ADDRESS: _____

EMAIL ADDRESS: _____

APPLICATION FOR PURCHASE/RENTAL

ALL THE ITEMS BELOW MUST BE INCLUDED OR THE APPLICATION WILL BE DEEMED INCOMPLETE AND WILL BE DECLINED!

APPLICANTS WILL BE CALLED WHEN THE APPLICATION HAS BEEN APPROVED OR DECLINED! WE DO NOT GIVE OUT PROGRESS REPORTS!

THE APPLICATION CAN BE PLACED IN THE DROP BOX NEXT TO OUR FRONT OFFICE DOOR AT THE ADDRESS LISTED BELOW.

FALSIFICATION OF ANY INFORMATION IN THIS APPLICATION WILL RESULT IN IMMEDIATE DENIAL OF THE APPLICATION AND ALL OCCUPANTS.

- FEES: ALL FEES ARE NON-REFUNDABLE!**
 - \$75 per person, aged 18 years or older, made payable to Infinity Community Management.
Cashier's Checks or Money Orders ONLY!
- IDENTIFICATION**
 - 2 forms of valid, government issued ID are required for all occupants 18 years of age or older. One form MUST be a driver's license or photo ID!
- PETS (No more than TWO (2) pets (Cat or Dog) that are 40 pounds or less allowed)**
 - Current pet registration(s), proof of vaccinations and photograph(s) of pet(s) must be attached.
- VEHICLES (No more than TWO (2) vehicles are allowed)**
 - Vehicle registration(s) and proof of insurance(s) must be attached. If registering a vehicle, applicant(s) photo ID must be a valid driver's license.
- PURCHASE CONTRACT OR LEASE MUST BE ATTACHED.**

**SUBMIT APPLICATION TO:
INFINITY COMMUNITY MANAGEMENT, INC.
5350 10TH AVENUE NORTH, SUITE 1
GREENACRES, FL 33463**

APPLICATION PROCESSING TIME IS THIRTY (30) BUSINESS DAYS!

OPTIONAL RUSH FEE - \$200 (SEVEN (7) BUSINESS DAYS PROCESSING BASED ON MEETING CRITERIA)

OCCUPANT INFORMATION

Occupant Name: _____ Date of Birth: _____ Social Security#: _____

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Occupant Name: _____ Date of Birth: _____ Social Security#: _____

Occupant Name: _____ Date of Birth: _____ Social Security#: _____

Current address: _____

HAVE ANY OCCUPANTS LISTED ON THIS APPLICATION BEEN CHARGED, ARRESTED, CONVICTED, SERVED PROBATION OR JAIL TIME FOR ANY MISDEMEANOR OR FELONY?

YES _____ **NO** _____

If **YES**, please explain: _____

ACKNOWLEDGEMENT AND RELEASE STATEMENT

Your signature(s) below denotes that you have received a copy of and have read and understood the Rules & Regulations of Villa Pointe Homeowners Association, Inc. and you agree to abide by them. You are aware that a violation of any one or more of the Rules & Regulations may result in your lease not being approved for renewal. In case of owner, appropriate action will be taken. I/we hereby authorize Villa Pointe Homeowners Association, Inc. and Infinity Community Management, Inc. to obtain information for the purpose of evaluating my application which may include, but not be limited to civil and criminal information, records of arrest, vehicle ownership and other records that it deems necessary for the application. All applicants must be screened as well as completing this application. I/we hereby expressly release Villa Pointe Homeowners Association, Inc. and Infinity Community Management, Inc. from any and all liability whatsoever in the use, procurement or furnishing of such information, and understand that my application information may be provided to various local, state and/or federal government agencies including without limitation, various law enforcement agencies.

ALL OCCUPANTS OVER THE AGE OF 18 MUST SIGN AND DATE BELOW

Applicant/Occupant Signature/Date

Applicant/Occupant Signature/Date

Applicant/Occupant Signature/Date

Applicant/Occupant Signature/Date

Applicant/Occupant Signature/Date

Applicant/Occupant Signature/Date

PERSONAL REFERENCE & EMERGENCY CONTACT

PERSONAL REFERENCE:

Name: _____ Telephone: _____

Address: _____

EMERGENCY CONTACT:

Name: _____ Telephone: _____

Address: _____

VEHICLE INFORMATION

(There are only TWO (2) parking spaces per home)

Vehicle Make/Model: _____ Color: _____ Tag # _____

Vehicle Make/Model: _____ Color: _____ Tag # _____

PET INFORMATION

I/We DO have a pet _____ I/We DO NOT have a pet _____

Pet Description:

Type: _____ Breed: _____ Weight at Maturity: _____

Current Age: _____ Sex: _____ Pet Name: _____

Pet Description:

Type: _____ Breed: _____ Weight at Maturity: _____

Current Age: _____ Sex: _____ Pet Name: _____

Pet Restrictions:

1. No "visiting" pets allowed.
2. The deed holder and renter will be responsible for any damage created by the pet to the common grounds.
3. Pets must be kept on a leash when on common grounds.
4. Pets are not to be left unattended while chained or unchained, nor are they to be unchained outside or inside the dwelling courtyard.
5. All pet waste must be properly disposed of immediately. Before disposing of cat litter, it must be placed in a trash bag and securely tied, and then placed in a trash receptacle.
6. Pets which cause noise as well as pets which display aggressive behavior will not be allowed to remain on the property's premises.
7. Pet owner must provide name, address, and phone number of an "emergency contact person" to assume immediate custody of pet in case of serious illness or death of pet owner. If no emergency contact exists, or if contact does not assume immediate custody of pet, the Homeowner's Association will make arrangements to have the pet removed by the local animal shelter personnel. Pet owner shall be responsible for all expenses connected with the removal of the pet.

RULES AND REGULATIONS

In order to preserve the values of, and the amenities and improvements on, the Lots, Residences, Common Property, and the Property comprising Villa Pointe Homeowners Association, the following rules and regulations hereinafter enumerated, and as amended from time to time, (collectively referred to herein as “Rules and Regulations”) shall govern the use of the Property and shall be deemed in effect until amended as provided in Villa Pointes Documents. The Rules and Regulations shall apply to, be binding upon, and shall, at all times, be obeyed by all Owners. Furthermore, all Owners shall cause their families, guests, invitees, servants, lessees, and persons for whom Owners are responsible and persons over whom Owners exercise control and supervision to obey the Rules and Regulations. Violation of the Rules and Regulations may subject the violator to any and all remedies available to the Association and other Owners pursuant to Villa Pointes Documents and Florida law. Violations may be remedied by the Association by injunction and/or by pursuing any other rights or remedies available to the Association to recover damages against any person violating the Rules and Regulations or the Declaration, and the Association shall be entitled to recover all costs and expenses incurred in undertaking such remedial action, including, without limitation, reasonable attorneys’ fees and court costs. The Board may, from time to time, adopt new Rules and Regulations or amend or repeal previously adopted Rules and Regulations. Any waivers, consents or approvals given under the Rules and Regulations by the Board shall be revocable at any time and shall not be construed as or deemed a waiver, consent or approval for any other purpose other than that which is identified at the time of the giving of such waiver, consent or approval.

1. No owner, lessee, their guests or visitors shall make or permit any disturbance that will interfere with the rights, comforts, or convenience of others. There shall be no loitering in the common areas or the loud playing of music at any hour of the day or night.
2. All windows will have proper window treatments. Proper window treatments shall consist of vertical blinds, mini blinds, draperies or curtains of neutral color. All windows will be kept clean and free of mold, mildew and/or dirt.
3. No decorative screens or security bars shall be placed on the outer windows or slider doors.
4. Owner(s) will be responsible for maintaining the latch/lock and hinges on their court yard gates.
5. In accordance with city and county laws, owners, lessees and their guests shall clean up after their pets in all common areas. Pets shall not be left unattended on patios and courtyards. Pets shall not be tied up or leashed to anything on common property.
6. Each residential unit is provided with two (2) parking spaces only. The Visitors Parking is for short term parking and shall be used by guests only. No parking in the street (Monks Court) or grass is allowed. Vehicles found parked in these areas will be subject to an immediate tow. All residents shall display the Association’s issued parking decal either in the front or rear windshield of their car. Guests of a resident who will be staying over a 48-hour period will need to obtain from management a temporary parking pass for their vehicle(s). Owners who fail to provide the proper decal for their vehicle will be subject to tow.
7. No changes or additions to the outside of the unit are allowed unless approved by the Association prior to any work commencing. This also includes landscaping and installing Satellite dishes.

8. Satellite dish must be mounted on the fascia (brown trim) or on a pole directly behind the unit. The fascia is the trim that runs along the edge of the roof. No dish may be installed on building walls (stucco or siding) or roof. All wiring to or from the dish should be secured to the building in a straight vertical or horizontal line and should be painted to match the color of the section of the building it is secured to.
9. Bicycles, toys, barbecue pits or other personal property shall not be left out on common property. These items shall be kept inside courtyard fence or on patio.
10. All items stored within the courtyard fence shall not be seen above the height of the fence. Patios should remain clutter free.
11. Landscaping borders may be installed in the front of the unit only. Borders may consist of concrete, stone or brick and may not be stacked. Landscaping borders not maintained will need to be removed.
12. Umbrellas may be used for shade proposes within the courtyard fence and/or patio. No tent structure is allowed.
13. Garden hoses can be kept outside if they are kept neatly rolled up when not in use.
14. No hanging items over or through courtyard fence (example: towels, rugs, cords, garden hoses).
15. All residents and their guests are required to abide by the following pool rules:
 - A. No one under the age of 18 years old is allowed without adult supervision.
 - B. No diving is permitted.
 - C. Cans, bottles, cups, food containers, cigarettes, etc. must be thrown in the trash receptacles. No glass containers allowed.
 - D. The entrance gate and pool gate are to be kept locked at all times.
 - E. The life pole and life ring are to remain on the fence. These are to be used only in an emergency and are not for play.
 - F. The pool gate key is not to be given out. Guests must be accompanied by a Resident.
 - G. No pets in the pool area.
16. In addition to the foregoing Rules and Regulations, all owners and lessees shall abide by the Covenants, Conditions, and Restrictions for Villa Pointe and the Articles of Incorporation.

BUYER/RENTER OBLIGATION

I, the Buyer(s)/Renter(s), have been furnished with a copy of the By-Laws, Covenants & Restrictions and Rules & Regulations and have read and understood them in their entirety. I/we also agree to obey the By-Laws, Covenants & Restrictions and Rules & Regulations as they read.

Buyer/Renter Signature/Date

Buyer/Renter Signature/Date

LEASE ADDENDUM

THIS LEASE ADDENDUM ("ADDENDUM"), entered into this _____ day of _____, 20____, by and between owner of _____ in Villa Pointe Homeowners Association, Inc. (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant") is hereby incorporated by reference into the existing lease between Landlord and Tenant ("Lease").

- RULES & REGULATIONS** - Tenant and Tenant's family, guests, invitees, licensees and servants ("Permitted Users"), are subject to the Declaration of Covenants, Conditions and Restrictions for Villa Pointe Homeowners Association, Inc. ("Declaration"), the Articles of Incorporation, and By-Laws and the Rules & Regulations of Villa Pointe Homeowners Association, Inc (hereinafter referred to as "Association") and all the amendments and exhibits thereto, all as same may be amended from time to time (hereinafter referred to collectively as ("Governing Documents")). Tenant acknowledges and agrees that the breach by tenant of Permitted Users of the Governing Documents is a material breach of the Lease and this Addendum. **ANY FAILURE OF TENANT TO ABIDE BY THE GOVERNING DOCUMENTS, LEASE OR THIS ADDENDUM SHALL BE IMMEDIATE GROUNDS FOR EVICTION AND TERMINATION OF THE LEASE AND THIS ADDENDUM**, if Association brings any action, proceeding, arbitration, litigation or non-litigation enforcement or compliance action to terminate the Lease or this Addendum and/or evict Tenant and/or enforce compliance with any of the terms of this Addendum or the Governing Documents, Association is entitled to recover from Landlord and Tenant, all costs and reasonable attorneys' fees incurred, whether suit be brought or not, through all appellate levels. The Association may only avail itself of such right to terminate the Lease and evict the Tenant pursuant to Chapter 83 and/or 51 of Florida Statutes and obtain possession of the Premises after giving reasonable advanced written notice to Landlord and the Tenant of its intention to do so and Landlord hereby appoints the President of the Association as Landlord's attorney-in-fact for the purpose of exercising this right and for no other purpose. Landlord acknowledges and agrees that Landlord shall pay the Association all costs and attorneys' fees incurred by the Association in enforcing the Governing Documents, and any applicable law and in exercising any of the rights and remedies set forth herein.
- RIGHTS GRANTED** - The Lease grants Tenant a leasehold estate in the premises for the lease term specified together with a license granting Tenant, for such lease term, Landlord's rights to use the common areas, provided that Tenant and Tenant's Permitted Users exercise such license in accordance with the provisions of the Governing Documents, the Florida Homeowners Association Act ("HOA Act"), and other applicable law; provided however, that the Landlord retains all membership rights and obligations in the Association including, without limitation the right to vote and the obligation to pay assessments.
- SUBORDINATION** - This Addendum is subject to and subordinate to the Governing Documents, all assessments, advances or other charges which may affect or become a lien upon the home.
- ASSIGNMENT; SUBLETTING; RENEWAL** - Tenant cannot sublet any part or the leased premises including any rooms in the home that are not occupied. The Lease cannot be assigned by Tenant. The Lease cannot be renewed or extended. Any proposed renewal or extension of the Lease must be submitted to the Association for approval and shall be treated as a new application for approval of a lease; and if approved, a new lease addendum shall be signed.
- ASSOCIATION'S EXCUPLATION & INDEMNIFICATION** - The Association is not liable to Tenant or Permitted Users for damage or injury to person or property caused by other residents or other persons. Tenant and Landlord agree to indemnify, defend and hold claims, relating directly or indirectly to the tenant's use of the premises, the Addendum or from any activity or work permitted by Landlord or Tenant in or about the premises unless the Association is adjudicated to be grossly negligent. In addition, Landlord and Tenant acknowledge and agree that Association is not liable for personal injury or damages to Tenant's personal property from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, riots or other causes or acts of God, whether similar in nature to those mentioned or not. If any of the Association's employees are requested to render any services to Tenant, including but not limited to moving automobiles, handling of furniture, cleaning and signing for or delivering packages. The Association's employee is deemed an agent of Tenant regardless if payment is made for any service. Tenant further acknowledges and agrees to indemnify, defend and hold the Landlord and Association harmless from all liability or any claim whatsoever in connection with such services, including but not limited to claims or negligence, unless the Association is adjudicated to be grossly negligent. Tenant agrees to notify the Landlord and Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other person. Landlord and Tenant, jointly and severally, shall indemnify and hold the Association, its agents, and all of its part, current and future Board members harmless from and against any and all claims, liabilities, damages, costs and expenses whatsoever, which in any way directly or indirectly relate to claims or

causes of action made or brought by anyone that are in any way related directly or indirectly to any action or inaction on the part of the Landlord or the Tenant or which names the Association or any Member of its Board as co-defendants with the Landlord or Tenant. Said indemnification shall be with regard to all claims, liabilities, damages, costs and expenses whatsoever including but not limited to, the fullest extent permitted by law, all such causes of actions or claims whatsoever, regardless of whether the cause of action or claim alleged is in tort or contract, or founded on a statute of other law, including claims or causes of actions that allege or establish that the Association was negligent in whole or in part. The provisions of this Section shall survive termination or expiration of this Agreement. Moreover, consideration was provided for the indemnification clause, the receipt of which is hereby acknowledged by Landlord and Tenant.

6. **ATTORNEYS' FEES AND COSTS** - In any action, proceeding, or litigation arising out of or concerning the Lease or this Addendum or where the Lease of this Addendum is relevant evidence, Tenant and Landlord, jointly and severally, are liable for and must pay Association's costs and reasonable attorneys' fees, whether suit be brought or not, through all appellate levels.
7. **WAIVER OF JURY TRIAL** - Landlord and Tenant hereby waive trial by jury in any action, proceeding, or litigation arising out of or concerning the Lease or this Addendum or where the Lease or this Addendum or where the Lease or this Addendum is relevant evidence.
8. **MODIFICATIONS** - No amendment or modification to the Lease or this Addendum affecting any of the Association's rights or remedies is valid unless in writing and signed by the Association.
9. **GOVERNING LAW; VENUE** - This Lease is governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial without regard to Florida's conflict of law jurisprudence. Venue for any action, proceeding, or litigation arising out of or concerning this Lease or where this Lease is relevant evidence must be in a State, County or Circuit Court, as appropriate, in Palm Beach County, Florida, to the exclusion of all other venues and the parties expressly waive their rights to venue elsewhere.
10. **RULE OF CONSTRUCTION** - Landlord and Tenant acknowledge and agree that the terms of this Addendum shall not be construed more strongly against one party or the other, or the intended third party beneficiary; the parties expressly, to the extent permitted by law, waive any rule of strict construction that may have otherwise been applied in the absence of this provisions.
11. **CAPTIONS** - The captions in this Addendum were inserted solely for convenience and cannot be used in construing the provisions that follow them.
12. **ACCEPTANCE OF DOCUMENTS** - Tenant's signature affixed below acknowledges receipt of a copy of the Governing Documents and that Tenant has read, in their entirety, this Addendum, the Lease, and the Governing Documents. Tenant acknowledges and agrees that by Governing Documents, and understands and agrees to be bound by the same.
13. **ASSIGNMENT OF RENT** - If Landlord is delinquent in the payment of any regular or special assessment or any other charge or fee owed to the Association, including but not limited to fines, late fees, interest, or attorneys' fees ("Costs"), Association has the right to require Tenant to pay any Rent due under the Lease to Association to offset any delinquent assessments or other Costs. Any such payment from Tenant to the Association shall be deemed to be a full and sufficient payment of Rent to Landlord in accordance with the Lease. Tenant shall be discharged from any obligation to pay such amounts directly to the Landlord, so long as such payments are made to the Association, until Landlord's delinquency to the Association is fully cured. Tenant shall begin making such payments in monthly installments equal to monthly installments of Rent due pursuant to the Lease until advised in writing that the payments no longer need be made to the Association. Landlord hereby assigns to the Association the right to take legal action for non-payment of Rent, including the right to terminate the Lease, evict Tenant, and obtain possession of the Premises, as set forth above, if Tenant fails to pay the Association any amounts due pursuant to this Paragraph. Landlord by execution of this Addendum, permits the Association to reveal any delinquencies to Tenant for this purpose. Without limitation, the Association may avail itself of such right to terminate the Lease, and evict the Tenant pursuant to Chapter 83 and/or 51 of Florida Statutes and Landlord hereby appoints the President of the Association as Landlord's attorney-in-fact for the

purpose of exercising this right and for no other purpose, except as elsewhere herein provided. This right of Association is cumulative and in addition to any and all other rights or remedies Association has against Tenant or Landlord. Moreover, failure of the Landlord to comply with the demand shall constitute a material breach of this Addendum and the Lease.

- 14. **USES** - The Premises will be used solely as a dwelling to be occupied by no more than persons, including children, which are permitted. Tenant will not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others, or in violation of the Governing Documents, the HOA Act, or any applicable law.
- 15. **INSURANCE** - Tenant will do nothing and permit nothing to be done on the Premises which will contravene any fire or other insurance policy covering the same. If Tenant's use or occupancy of the Premises increases the premium or any fire or insurance policy, Tenant shall pay such increase.
- 16. **THIRD PARTY BENEFICIARY** - Tenant and Landlord acknowledge and agree that Association is a primary, intended third party beneficiary of the lease.
- 17. **SEVERABILITY** - The Parties agree that if any provision or portion of any provision of this Addendum is deemed by a court or arbitrator to be invalid or unenforceable, the remainder of this Addendum shall not be affected thereby. In addition, the court or arbitrator is permitted to reform this addendum to reflect the parties' intent by enforcing the invalidated or unenforceable provision or portion of a provision to the fullest extent permitted by law.
- 18. **CONFLICTS** - In the event of any conflicts between this Addendum and the Lease, this Addendum shall control. Whenever possible, this Addendum and the Lease shall be construed as a single document.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last aforesaid.

Signed, sealed and delivered in the presence of:

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

Landlord Signature

Landlord Printed Name

Tenant Signature

Tenant Printed Name

Tenant Signature

Tenant Printed Name

